

STATE OF INDIANA )

IN THE LAKE COUNTY CIRCUIT COURT

COUNTY OF LAKE )

CAUSE NO.

45D100602M100006

IN RE: PATRICK MCINTOSH, )

AVC NO.

06-002

Respondent. )

Filed in Open Court

RECEIVED

FEB 10 2006

ASSURANCE OF VOLUNTARY COMPLIANCE

FEB 09 2006

Thomas R. Pilecki  
CLERK LAKE CIRCUIT COURT

Deputy Attorney General  
CLERK LAKE SUPERIOR COURT

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Patrick McIntosh, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual, residing at 9425 Belshaw Road, Lowell, Indiana 46356, and transacts business with consumers via the Internet.
2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*
4. The Respondent acknowledges he has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the State of Indiana has not given the Respondent any legal advice regarding this matter. The Respondent expressly acknowledges

the State of Indiana has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he cannot.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

9. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Four Hundred Eighteen and 99/100 Dollars (\$418.99) to the Office of the Attorney General on behalf of Corey Sullivan of Chelmsford, Maryland.

10. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Three Hundred and 00/100 Dollars (\$300.00) to the Office of the Attorney General on behalf of Ginger DeMoss of Soldotna, Arkansas.

11. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Five Hundred and 00/100 Dollars (\$500.00) to the Office of the Attorney General on behalf of Murray Aldred of Crossfield Alberta, Canada.

12. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred and 00/100 Dollars (\$300.00) to the Office of the Attorney General.

13. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

14. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

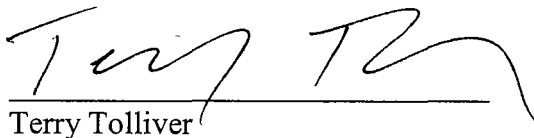
15. The Office of the Attorney General shall file this Assurance with the Circuit Court of Lake County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 27<sup>th</sup> day of January, 2006.

STATE OF INDIANA

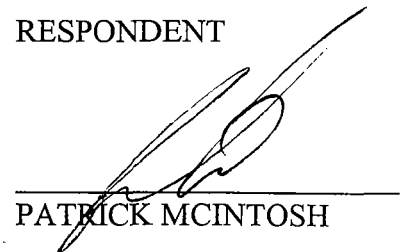
STEVE CARTER  
Indiana Attorney General

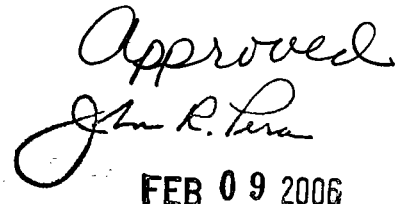
By:



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Atty. No. 22556-49  
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302 W. Washington, 5th Floor  
Indianapolis, Indiana 46204  
Telephone: (317) 233-3300

RESPONDENT

  
PATRICK MCINTOSH

  
Approved  
John R. Lora

FEB 09 2006

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Judge, Lake County Circuit Court

Distribution:

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